

#5/32  
11-8-01

## POWER OF ATTORNEY FROM ASSIGNEE

Queen's University at Kingston is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of a first Assignment to the Assignee executed on June 7, 2000 and June 27, 2000, and a second Assignment to the Assignee executed on July 24, 2001 and July 16, 2001, of an invention known as METHODS FOR EFFECTING NEUROPROTECTION (Attorney Docket No. 1669.0040001/SRL), which is disclosed and claimed in a patent application of the same title by the inventors, Alastair V. Ferguson and Jaideep S. Bains (said application filed on March 27, 2001 at the U.S. Patent and Trademark Office, having Application Number 09/817,229).

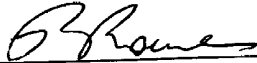
The Assignee hereby appoints the following to prosecute this application and any continuation, divisional, continuation-in-part, extension or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith: Robert Greene Sterne, Reg. No. 28,912; Edward J. Kessler, Reg. No. 25,688; Jorge A. Goldstein, Reg. No. 29,021; David K.S. Cornwell, Reg. No. 31,944; Robert W. Esmond, Reg. No. 32,893; Tracy-Gene G. Durkin, Reg. No. 32,831; Michele A. Cimbala, Reg. No. 33,851; Michael B. Ray, Reg. No. 33,997; Robert E. Sokohl, Reg. No. 36,013; Eric K. Steffe, Reg. No. 36,688; Michael Q. Lee, Reg. No. 35,239; Steven R. Ludwig, Reg. No. 36,203; John M. Covert, Reg. No. 38,759; and Linda E. Alcorn, Reg. No. 39,588. The Assignee hereby grants said attorneys or agents the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

Sterne, Kessler, Goldstein & Fox P.L.L.C.  
1100 New York Avenue, N.W.  
Suite 600  
Washington, D.C. 20005-3934  
U.S.A.

Direct phone calls to (202) 371-2600.

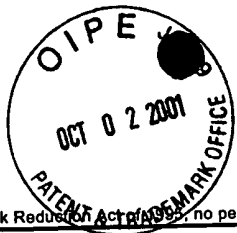
For: Queen's University at Kingston

Signature: 

By: R. Kerry Rowe

Title: Vice-Principal (Research)

Date: August 17, 2001



TECHNICAL CENTER 1600/2900

OCT 03 2001

RECEIVED

PTO/SB/96 (08-00)  
Approved for use through 10/31/2002. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE  
Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Alastair V. Ferguson and Jaideep S. Bains  
Application No./Patent No.: 09/817,229 Filed/Issue Date: March 27, 2001  
Entitled: Methods for Effecting Neuroprotection  
Queen's University at Kingston, a University  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.  
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.

- ☐ Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

August 17, 2001  
Date

R. Kerry Rowe

Typed or printed name

[Signature]  
Signature

Vice Principal (Research)

Title

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

ASSIGNMENT

We, **Alastair V. FERGUSON** and **Jaideep S. BAINS**, whose full post office addresses are 572 Rankin Crescent, Kingston, Ontario, K7M 7L4, Canada, and 6784 East Cedar Avenue, #303, Denver, Colorado, 80224, United States of America, respectively, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby sell and assign to **Queen's University at Kingston**, a non-profit educational corporation, whose full post office address is Kingston, Ontario, K7L 3N6, Canada (hereinafter **Queen's**) all our rights, title and interest, including priority rights, in and to our invention relating to **Methods for Effecting Neuroprotection** as set forth in the application for Letters Patent of the United States of America, filed March 28, 2000, Serial No. 60/192,585, in and for the United States of America, Canada, and all countries foreign thereto.

We hereby covenant and agree that we will execute or procure any further necessary documents of the title to said invention and Letters Patents; and that we will, at any time, upon the request and at the expense of Queen's, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor, to Queen's, we will, at any time, upon the request and at the expense of Queen's, testify in any legal proceedings, sign all lawful papers, execute any additional, divisional, substituting, continuing or reissue applications for patents for said invention, or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid Queen's, its successors, assigns or other legal representatives to obtain and enforce patent protection in said invention in all countries, without further compensation, but at the expense of Queen's, its successors, assigns or other legal representatives.

And we hereby authorize and request the Commissioner of Patents or the Comptroller (as the case may be) to issue any and all Letters Patent for said invention or resulting from said application, or from any division, reissue or extension thereof, to Queen's as our sole assignee.

In testimony whereof I have hereunto set my hand:

this 27th day of June, 2000

  
Alastair V. Ferguson

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

In testimony whereof I have hereunto set my hand:

this seventh day of June, 2000

Jaideep S. Bains  
Jaideep S. Bains

### CERTIFICATE

City of Kingston )  
Province of Ontario )

On this 27 day of June, 2000 appeared before me in person the above Alastair V. Ferguson and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes herein set forth.

Stephen Joseph Scribner, Notary Public,  
Frontenac Board of Management, limited to the  
attestation of instruments and the taking of affidavits,  
for PARTEQ R & D Innovations.  
Expires January 9, 2001.

Stephen J. Scribner  
Notary Public  
Province of Ontario

City of Denver )  
State of Colorado )

On this 7th day of June, 2000 appeared before me in person the above Jaideep S. Bains and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes herein set forth.

Mary M Bowler  
Notary Public

my Commission expires 3/25/02

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

## ASSIGNMENT

Whereas, we, **Alastair V. FERGUSON**, whose full post office address is 572 Rankin Crescent, Kingston, Ontario, K7M 7L4, Canada, and **Jaideep S. BAINS**, formerly of 6784 East Cedar Avenue, #303, Denver, Colorado, 80224, U.S.A., whose full post office addresses is now 2820 12 Avenue N.W., Calgary, Alberta, T2N 1K8, Canada, have previously sold and assigned to **Queen's University at Kingston**, a non-profit educational corporation, whose full post office address is Kingston, Ontario, K7L 3N6, Canada (hereinafter **Queen's**), all our worldwide rights, title and interest, including priority rights, in and to our invention relating to **Methods for Effecting Neuroprotection** as set forth in the application for Letters Patent of the United States of America Serial No. 60/192,585, filed March 28, 2000, we do hereby, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, sell and assign to **Queen's** all our rights, title and interest, including priority rights, in and to our invention relating to **Methods for Effecting Neuroprotection** as set forth in the application for Letters Patent of the United States of America Serial No. 09/817,229, filed March 27, 2001, in and for the United States of America, Canada, and all countries foreign thereto.

We hereby covenant and agree that we will execute or procure any further necessary documents of the title to said invention and Letters Patents; and that we will, at any time, upon the request and at the expense of **Queen's**, execute and deliver any and all papers that may be necessary or desirable to perfect the title to said invention or any Letters Patents which may be granted therefor, to **Queen's**, we will, at any time, upon the request and at the expense of **Queen's**, testify in any legal proceedings, sign all lawful papers, execute any additional, divisional, substituting, continuing or reissue applications for patents for said invention, or any part or parts thereof, make all rightful oaths and generally do all lawful acts to aid **Queen's**, its successors, assigns or other legal representatives to obtain and enforce patent protection in said invention in all countries, without further compensation, but at the expense of **Queen's**, its successors, assigns or other legal representatives.

DO NOT FORWARD  
TO ASSIGNMENT BRANCH  
NOT FOR RECORDATION

And we hereby authorize and request the Commissioner of Patents or the Comptroller (as the case may be) to issue any and all Letters Patent for said invention or resulting from said application, or from any division, reissue or extension thereof, to Queen's as our sole assignee.

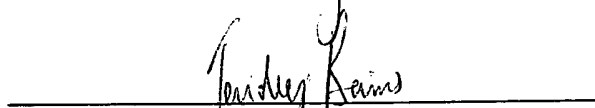
In testimony whereof I have hereunto set my hand:

this 24 day of July, 2001

  
Alastair V. Ferguson

In testimony whereof I have hereunto set my hand:

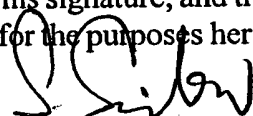
this sixteenth day of July, 2001

  
Jaideep S. Bains

### CERTIFICATE

City of Kingston     )  
Province of Ontario    )

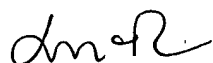
On this 24 day of July, 2001 appeared before me in person the above Alastair V. Ferguson and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes herein set forth.

  
Stephen J. Scribner  
Notary Public  
Province of Ontario

Stephen Joseph Scribner, Notary Public,  
Frontenac Board of Management, limited to the  
attestation of instruments and the taking of affidavits,  
for PARTEQ R & D Innovations,  
Expires January 9, 2004

City of Calgary )  
State of Alberta )

On this 19<sup>th</sup> day of July, 2001 appeared before me in person the above **Jaideep S. Bains** and acknowledged the above to be his signature, and that he signed and delivered the above instrument as his voluntary act and deed for the purposes herein set forth.

  
\_\_\_\_\_  
Lynn M. McRae  
Notary Public